

FILED

ORIGINAL

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION

FEB 15 2006

CLERK, U.S. DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
BY                      DEPUTY CLERK

TOON BOOM ANIMATION INC.

Plaintiff,

vs.

BAUHAUS SOFTWARE, INC.

Defendant.

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Civil Action No. SA 06-CA-0058 OG

JURY DEMANDED

**AGREED PERMANENT INJUNCTION AND FINAL JUDGMENT**

Before the Court is the parties' Agreed Motion for a Permanent Injunction (the "Agreed Motion").

1. The Court finds that the Agreed Motion should be **GRANTED**.
2. It is therefore **ORDERED** that Bauhaus shall be permanently enjoined and restrained as follows:
  - a. Bauhaus shall immediately cease all distribution of products, literature, advertising material, product packaging, stationery, and other printed materials that prominently use the words "Toon Boom" in connection with the marketing or sale of Bauhaus products;
  - b. Bauhaus shall immediately cease all distribution by electronic means any form of advertisement, including but not limited to e-mails and web pages, that prominently use the words "Toon Boom" in connection with the marketing or sale of Bauhaus products;
  - c. Bauhaus shall immediately cease the collection of Toon Boom's customer

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information;

- d. Except as ordered herein, Bauhaus shall immediately cease the use of any Toon Boom customer information gathered through or in relation to its "Toon Boom Cross-grade promotion" for the purpose of marketing Bauhaus products;
- e. Bauhaus shall immediately cease offering its "Toon Boom Cross-grade promotion";
- f. Bauhaus shall, to the extent that the words "Toon Boom" are used in any of its marketing materials in a manner to suggest that Bauhaus products are compatible with Toon Boom products, include a prominent disclosure that Toon Boom is a trademark of Toon Boom Animation Inc. and that Toon Boom Animation Inc. does not endorse, sponsor or otherwise approve of Bauhaus' products.

3. It is further **ORDERED** that each party shall bear its own cost of suit and that all relief not expressly granted herein is hereby denied.

SIGNED on February 15, 2006 at 9:20 o'clock A.m.

  
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HONORABLE JUDGE PRESIDING

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